

AO 120 (Rev. 2/99)

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**REPORT ON THE  
 FILING OR DETERMINATION OF AN  
 ACTION REGARDING A PATENT OR  
 TRADEMARK**

In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been  
 filed in the U.S. District Court Northern District of California on the following ☐ Patents or ☒ Trademarks:

DOCKET NO. <b>CV 11-02315 LB</b>	DATE FILED <b>May 10, 2011</b>	U.S. DISTRICT COURT <b>Northern District of California, 1301 Clay St., RM 400S, Oakland, CA 94612</b>
PLAINTIFF <b>COACH INC</b>		DEFENDANT <b>DIANA FASHION</b>
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
<b>1 see attached</b>		<b>SEE ATTACHED</b>
<b>2 pg 4-5</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
<b>1</b>		<b>SEE ATTACHED</b>	
<b>2</b>			
<b>3</b>			
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT		
CLERK  Richard W. Wieking	(BY) DEPUTY CLERK	DATE

Copy 1—Upon initiation of action, mail this copy to Commissioner    Copy 3—Upon termination of action, mail this copy to Commissioner  
 Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner    Copy 4—Case file copy

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 11 *Coach Inc., and Coach Services, Inc.*

12 UNITED STATES DISTRICT COURT  
 13 NORTHERN DISTRICT OF CALIFORNIA

LB

CV 11

2315

14 COACH, INC., a Maryland Corporation;  
 15 COACH SERVICES, INC., a Maryland  
 16 Corporation,

17 Plaintiffs,

18 v.

19 DIANA FASHION, an unknown business  
 20 entity; DIANE DAO, an individual; and  
 21 DOES 1-10, inclusive,

22 Defendants.

CASE NO. CV

## COMPLAINT FOR DAMAGES:

1. TRADEMARK COUNTERFEITING;
2. FEDERAL TRADEMARK INFRINGEMENT;
3. FALSE DESIGNATIONS OF ORIGIN AND FALSE ADVERTISING;
4. FEDERAL TRADEMARK DILUTION;
5. TRADEMARK DILUTION UNDER CALIFORNIA LAW;
6. COMMON LAW UNFAIR COMPETITION;
7. COPYRIGHT INFRINGEMENT

JURY TRIAL DEMANDED

23 Plaintiffs Coach, Inc., and Coach Services, Inc. ("Plaintiffs") for their claims  
 24 against Defendants Diana Fashion and Diane Dao (collectively "Defendants")  
 25 respectfully allege as follows:  
 26  
 27  
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## **JURISDICTION AND VENUE**

1  
2 1. Plaintiff files this action against Defendants for copyright infringement  
3 under 17 U.S.C. § 101, et seq., as well as trademark infringement, trademark dilution  
4 under the Lanham Trademark Act of 1946, 15 U.S.C. §1051 et seq. (the "Lanham  
5 Act"), and related claims of unfair competition and trademark dilution under the  
6 statutory and common law of the state of California. This Court has subject matter  
7 jurisdiction over the Federal trademark counterfeiting and infringement and trademark  
8 dilution claims under 28 U.S.C. §§1121(a), 1331, and 1338(a).

9 2. This Court has subject matter jurisdiction over the remaining claims  
10 pursuant to 28 U.S.C.A § 1367, since those claims are related to and arise from the  
11 same set of facts as Plaintiffs' trademark infringement claims.

12 3. This Court has personal jurisdiction over Defendants because Defendants  
13 do business within this judicial district, and the acts complained of occurred in this  
14 judicial district.

15 4. This action arises out of wrongful acts by Defendants within this judicial  
16 district. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because the  
17 claims asserted arise in this district.

## **THE PARTIES**

18  
19 5. Plaintiff Coach, Inc. is a corporation duly organized and existing under  
20 the laws of the state of Maryland, with its principal place of business in New York,  
21 New York. Plaintiff Coach Services, Inc., a wholly owned subsidiary of Coach, Inc.,  
22 is a corporation duly organized and existing under the laws of the state of Maryland  
23 with its principal place of business in Jacksonville, Florida. Plaintiffs Coach, Inc. and  
24 Coach Services, Inc. will hereinafter be collectively referred to as "Coach."

25 6. Upon information and belief, Defendant Diana Fashion is an unknown  
26 business entity with an office and principal place of business at 2549 South King Rd in  
27 the city of San Jose , California.  
28

1           7.     Upon information and belief, Defendant Diane Dao is an individual  
2 residing in this judicial district and doing business at Diana Fashion.

3           8.     Plaintiffs are unaware of the names and true capacities of Defendants,  
4 whether individual, corporate and/or partnership entities, named herein as DOES 1  
5 through 10, inclusive, and therefore sue them by their fictitious names. Plaintiffs will  
6 seek leave to amend this complaint when their true names and capacities are  
7 ascertained. Plaintiffs are informed and believe, and based thereon allege, that said  
8 Defendants and DOES 1 through 10, inclusive, are in some manner responsible for the  
9 wrongs alleged herein, and that at all times referenced each was the agent and servant  
10 of the other Defendants and was acting within the course and scope of said agency and  
11 employment.





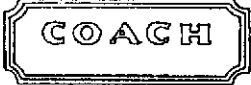

12           9.     Plaintiffs are informed and believe, and based thereon allege, that at all  
13 relevant times herein, Defendants and DOES 1 through 10, inclusive, knew or  
14 reasonably should have known of the acts and behavior alleged herein and the damages  
15 caused thereby, and by their inaction ratified and encouraged such acts and behavior.  
16 Plaintiffs further allege that Defendants and DOES 1 through 10, inclusive, had a non-  
17 delegable duty to prevent or cause such acts and the behavior described herein, which  
18 duty Defendants and DOES 1 though 10, inclusive, failed and/or refused to perform.


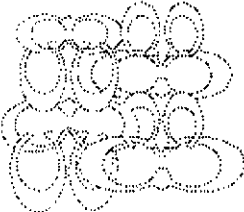


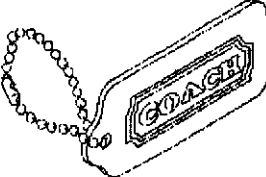
19                   **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

20           **A.     The Coach Brand and its Family of Marks**

21           10.    Coach was founded more than sixty years ago as a family-run workshop  
22 in Manhattan. Since then Coach has been engaged in the manufacture, marketing and  
23 sale of fine leather and mixed material products including handbags, wallets,  
24 accessories, eyewear, footwear, jewelry and watches. Coach sells its goods through its  
25 own specialty retail stores, department stores, catalogs and via an Internet website  
26 www.coach.com throughout the United States.

11. Coach is the worldwide owner of the trademark "COACH" and various composite trademarks and assorted design components (collectively "Coach Marks"). Coach Marks include but are not limited to the following marks:

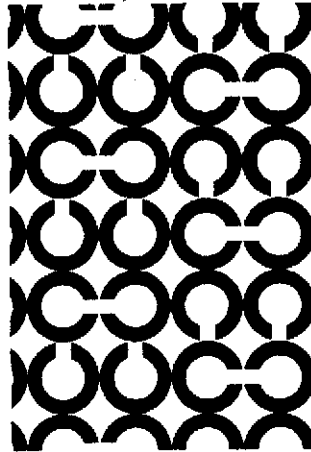
Mark	U.S. Registration No(s).	Registration Date
"COACH"	751,493 1,071,000 2,088,706 3,157,972	06/25/1963 08/09/1977 08/19/1997 10/17/2006
	3,413,536	04/15/2008
	3,251,315	06/12/2007
 Horse and Carriage Mark	3,441,671	06/03/2008
	2,252,847 2,534,429	06/15/1999 01/29/2002
	1,309,779 2,045,676 2,169,808	12/18/1984 03/18/1997 06/30/1998
 Signature "C" Mark	2,592,963 2,626,565 2,822,318 2,832,589 2,822,629 3,695,290	07/09/2002 09/24/2002 03/16/2004 04/13/2004 03/16/2004 10/13/2009

1		3,696,470	10/13/2009
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4	Op Art Mark		
5		3,012,585	11/08/2005
6			
7			
8			
9		3,338,048	11/11/2007
10			
11			
12	Coach Story patch		
13		2,162,303	06/02/1998
14			
15			
16			
17		2,088,707	08/19/1997
18			
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22        12. Coach has long been manufacturing and selling in interstate commerce  
 23 high quality leather and mixed material products under the Coach Marks. These  
 24 registrations are valid and subsisting and are incontestable. Through longstanding use,  
 25 advertising, and registration, the Coach Marks have achieved a high degree of  
 26 consumer recognition and constitute famous marks.

27        13. In addition to trademark registrations to the Coach Marks, Coach also  
 28 owns various copyright registrations thereto, including but not limited to Coach's

1 Horse and Carriage Mark (U.S. Copyright Reg. No. VA 1-714-051) and the Op Art  
2 Design, which consists of repetitions of the Op Art Mark in the pattern shown below  
3 (U.S. Copyright Reg. No. VA 1-694-574)



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11 14. Coach and its predecessors have continuously used the Coach Marks in  
12 interstate commerce in connection with the sale, distribution, promotion, and  
13 advertising of its goods for four decades.

14 15. Plaintiff's Coach Marks are highly recognized by the public and serve to  
15 identify the source of the goods as Coach.

16 16. Coach has achieved sales volumes of over three billion dollars annually  
17 and has spent over a hundred million dollars in advertising, promoting, and marketing  
18 goods bearing the Coach Marks. As such, the Coach Marks and the goodwill  
19 associated therewith are valuable assets of Coach.

20 17. Due to Coach and its predecessors' long use, extensive sales, and  
21 significant advertising and promotional activities, the Coach Marks have achieved  
22 widespread acceptance and recognition among the consuming public and trade  
23 throughout the United States. The arbitrary and distinctive Coach Marks identify  
24 Coach as the source/origin of the goods on which it appears.

25 **B. Defendants' Infringing Conduct**

26 18. In or around March 2011, counterfeit Coach branded products were  
27 observed for sale and purchased from Diana Fashion at 2549 South King Rd in the city  
28 of San Jose , California.

19. Specifically, the Coach branded products obtained from Diana Fashion by Coach's investigator bore counterfeit reproductions of the word mark "COACH" in addition to Coach's other trademarks, including *but not limited to* Coach's Horse and Carriage Mark, and the Op Art Mark, and the Coach Story patch.

20. Coach representatives have inspected the Coach-branded merchandise obtained from Diana Fashion and have confirmed said merchandise to be counterfeit.

21. Upon information and belief, Defendant Diane Dao, as the owner of Diana Fashion, is the active, moving, and conscious force behind the alleged infringing activities.

22. None of the above-named Defendants are authorized by Coach to manufacture, distribute, advertise, offer for sale, and/or sell merchandise bearing any of Coach's trademarks and/or copyrighted works.

**FIRST CLAIM FOR RELIEF**

**(Trademark Counterfeiting – 15 U.S.C. § 1114)**

23. Plaintiffs incorporate herein by reference the averments of the preceding paragraphs as though fully set forth herein.

24. Defendants, without authorization from Coach, have used and are continuing to use spurious designations that are identical to, or substantially indistinguishable from, the Coach Marks in interstate commerce.

25. The foregoing acts of Defendants are intended to cause, have caused, and are likely to continue to cause confusion or mistake, or to deceive consumers, the public, and the trade into believing that Defendants' counterfeit products are genuine or authorized products of Coach.

26. Upon information and belief, Defendants have acted with knowledge of Coach's ownership of the Coach Marks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill inherent in the Coach Marks.



1       27. Defendants' acts constitute trademark counterfeiting in violation of  
2 Section 32 of the Lanham Act (15 U.S.C. § 1114).

3       28. Upon information and belief, Defendants have made and will continue to  
4 make substantial profits and gains to which they are not in law or equity entitled.

5       29. Upon information and belief, Defendants intend to continue their  
6 infringing acts, unless restrained by this Court.

7       30. Defendants' acts have damaged and will continue to damage Plaintiffs,  
8 and Plaintiffs have no adequate remedy at law.

9       31. In light of the foregoing, Plaintiffs are entitled to injunctive relief  
10 prohibiting Defendants from using the Coach Marks or any marks identical and/or  
11 confusingly similar thereto for any purpose, and to recover from Defendants all  
12 damages, including attorneys' fees, that Plaintiffs have sustained and will sustain as a  
13 result of such infringing acts, and all gains, profits and advantages obtained by  
14 Defendants as a result thereof, in an amount not yet known, as well as the costs of this  
15 action pursuant to 15 U.S.C. § 1117(a), attorneys' fees and treble damages pursuant to  
16 15 U.S.C. § 1117(b), and/or statutory damages pursuant to 15 U.S.C. § 1117(c).

17                   **SECOND CLAIM FOR RELIEF**

18                   **(Federal Trademark Infringement)**

19       32. Plaintiffs incorporate herein by reference the averments of the preceding  
20 paragraphs as though fully set forth herein.

21       33. The Coach Marks are nationally recognized, including within the  
22 Southern District of California, as being affixed to goods and merchandise of the  
23 highest quality and coming from Plaintiffs.

24       34. The registrations embodying the Coach Marks are in full force and effect  
25 and Plaintiffs have authorized responsible manufacturers and vendors to sell  
26 merchandise with these marks.

27       35. Defendants' unauthorized use of the Coach Marks on inferior quality  
28 merchandise in interstate commerce and advertising relating to same constitutes false

1 designation of origin and a false representation that the goods and services are  
2 manufactured, offered, sponsored, authorized, licensed by or otherwise connected with  
3 Plaintiffs or come from the same source as Plaintiffs' goods and are of the same  
4 quality as that assured by the Coach Marks.

5 36. Defendants' use of The Coach Marks is without Plaintiffs' permission or  
6 authority and is in total disregard of Plaintiffs' rights to control their trademarks.

7 37. Defendants' activities are likely to lead to and result in confusion, mistake  
8 or deception and are likely to cause the public to believe that Plaintiffs have produced,  
9 sponsored, authorized, licensed or are otherwise connected or affiliated with  
10 Defendants' commercial and business activities, all to the detriment of Plaintiffs.

11 38. Upon information and belief, Defendants' acts are deliberate and intended  
12 to confuse the public as to the source of Defendants' goods or services and to injure  
13 Plaintiffs and reap the benefit of Plaintiffs' goodwill associated with Plaintiffs'  
14 trademarks.

15 39. As a direct and proximate result of Defendants' willful and unlawful  
16 conduct, Plaintiffs have been injured and will continue to suffer injury to their  
17 businesses and reputations unless Defendants are restrained by this Court from  
18 infringing Plaintiffs' trademarks.

19 40. Defendants' acts have damaged and will continue to damage Plaintiffs,  
20 and Plaintiffs have no adequate remedy at law.

21 41. In light of the foregoing, Plaintiffs are entitled to injunctive relief  
22 prohibiting Defendants from using The Coach Marks or any marks identical and/or  
23 confusingly similar thereto for any purpose, and to recover from Defendants all  
24 damages, including attorneys' fees, that Plaintiffs have sustained and will sustain as a  
25 result of such infringing acts, and all gains, profits and advantages obtained by  
26 Defendants as a result thereof, in an amount not yet known, as well as the costs of this  
27 action pursuant to 15 U.S.C. § 1117(a), attorneys' fees and treble damages pursuant to  
28 15 U.S.C. § 1117(b), and/or statutory damages pursuant to 15 U.S.C. § 1117(c).

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1        56. In light of the foregoing, Plaintiffs are entitled to injunctive relief  
2 prohibiting Defendants from using the Coach Marks, and to recover all damages,  
3 including attorneys' fees, that Plaintiffs have sustained and will sustain, and all gains,  
4 profits and advantages obtained by Defendants as a result of their infringing acts  
5 alleged above in an amount not yet known, as well as the costs of this action.

6                                    **FIFTH CLAIM FOR RELIEF**

7                    **(Trademark Dilution in Violation of Cal. & Bus. Prof. Code)**

8        57. Plaintiffs incorporate herein by reference the averments of the preceding  
9 paragraphs as though fully set forth herein.

10       58. The Coach Marks are distinctive in the State of California by virtue of  
11 their substantial inherent and acquired distinctiveness, extensive use in the State of  
12 California, and the extensive advertising and wide spread publicity of the marks in the  
13 State of California.

14       59. As a result of the substantial inherent and acquired distinctiveness of the  
15 Coach Marks, their extensive use in the State of California, and the extensive  
16 advertising and publicity of said marks in the State of California, the Coach Marks  
17 have become strong and are widely renowned.

18       60. The actions of Defendants complained of herein are likely to injure the  
19 business reputations and dilute the distinctive quality of the Coach Marks, which are  
20 famous.

21       61. The foregoing acts of Defendants constitute dilution and injury to  
22 business reputations in violation of the California Business and Professions Code.

23       62. The conduct herein complained of was extreme, outrageous, fraudulent,  
24 and was inflicted on Plaintiffs in reckless disregard of Plaintiffs' rights. Said conduct  
25 was despicable and harmful to Plaintiffs and as such supports an award of exemplary  
26 and punitive damages in an amount sufficient to punish and make an example of the  
27 Defendants and to deter them from similar such conduct in the future.

63. Upon information and belief, the individual Defendants herein named were active, moving, conscious forces behind the alleged infringing activities.

64. By reason of the foregoing, Plaintiffs are being damaged by Defendants' unauthorized and illegal use of the Coach Marks in the manner set forth above, and will continue to be damaged unless Defendants are immediately enjoined under Section 14247 of the California Business and Professions Code from using any of the Coach Marks.

65. Plaintiffs will be irreparably injured by the continued acts of Defendants, unless such acts are enjoined.

66. Defendants' acts have damaged and will continue to damage Plaintiffs, and Plaintiffs have no adequate remedy at law.

67. In light of the foregoing, Plaintiffs are entitled to injunctive relief-- prohibiting Defendants from using the Coach Marks for any purpose, destruction of the counterfeit merchandise, and recovery of up to three times their profits from, and up to three times all damages suffered by reason of, Defendants' wrongful manufacture, use, display, or sale of infringing products.

### SIXTH CLAIM FOR RELIEF

**(Common Law Unfair Competition)**

68. Plaintiffs incorporate herein by reference the averments of the preceding paragraphs as though fully set forth herein.

69. Plaintiffs own and enjoy common law trademark rights to the Coach Marks in California and throughout the United States.

70. Defendants' unlawful acts in appropriating rights in the Coach Marks were intended to capitalize on Plaintiffs' goodwill associated therewith for Defendants' own pecuniary gain. Plaintiffs have expended substantial time, resources and effort to obtain an excellent reputation for their respective brands. As a result of Plaintiffs' efforts, Defendants are now unjustly enriched and are benefiting from property rights that rightfully belong to Plaintiffs.

1        71. Defendants' unauthorized use of the Coach Marks has caused and is likely  
2 to cause confusion as to the source of Defendants' products, all to the detriment of  
3 Plaintiffs.

4        72. Defendants' acts are willful, deliberate, and intended to confuse the public  
5 and to injure Plaintiffs.

6        73. Defendants' acts constitute unfair competition under California common  
7 law.

8        74. Plaintiffs have been irreparably harmed and will continue to be  
9 irreparably harmed as a result of Defendants' unlawful acts unless Defendants are  
10 permanently enjoined from their unlawful conduct.

11        75. The conduct herein complained of was extreme, outrageous, fraudulent,  
12 and was inflicted on Plaintiffs in reckless disregard of Plaintiffs' rights. Said conduct  
13 was despicable and harmful to Plaintiffs, and as such supports an award of exemplary  
14 and punitive damages in an amount sufficient to punish and make an example of the  
15 Defendants and to deter them from similar such conduct in the future.

16        76. Defendants' acts have damaged and will continue to damage Plaintiffs,  
17 and Plaintiffs have no adequate remedy at law.

18        77. In light of the foregoing, Plaintiffs are entitled to injunctive relief  
19 prohibiting Defendants from using the Coach Marks, and to recover all damages,  
20 including attorneys' fees, that Plaintiffs have sustained and will sustain and all gains,  
21 profits and advantages obtained by Defendants as a result of their infringing acts  
22 alleged above in an amount not yet known, as well as the costs of this action.

23                                **SEVENTH CLAIM FOR RELIEF**

24                                **(Copyright Infringement)**

25        78. Plaintiffs incorporate herein by reference the averments of the preceding  
26 paragraphs as though fully set forth herein.

27        79. In addition to trademark registrations to the Coach Marks, Coach also  
28 owns various copyright registrations ("Copyrighted Works") thereto, including but not

1 limited to Coach's Horse and Carriage Mark (U.S. Copyright Reg. No. VA 1-714-051)  
2 and the Op Art Design, which consists of repetitions of the Op Art Mark in the pattern  
3 shown below (U.S. Copyright Reg. No. VA 1-694-574).

4 80. Given the widespread popularity of the Copyrighted Works, Defendants  
5 had access to this design and, upon information and belief, Defendants have knowingly  
6 infringed upon said designs by manufacturing, distributing, advertising, and selling  
7 piratical copies of the designs to the public in violation of 17 U.S.C. § 501.

8 81. Upon information and belief, Defendants have intentionally, knowingly  
9 and willfully copied the Copyrighted Works in order to personally benefit from the  
10 widespread customer recognition and acceptance of said design/logo and to capitalize  
11 upon the market created by said design.

12 82. Upon information and belief, the aforesaid infringements by Defendants  
13 of Coach's Copyrighted Works occurred and continue to occur with the knowledge  
14 that such designs are copyrighted and the Defendants, in committing the acts  
15 complained of herein, have willfully infringed upon Coach's rights under the  
16 Copyright Laws of the United States, Title 17 U.S.C. § 101, et seq.

17 83. The products sold by Defendants bear identical and/or substantially  
18 similar reproductions of the Copyrighted Works.

19 84. Defendants' infringement of the Copyrighted Works to the great and  
20 irreparable damage of Coach, and Coach is informed and believe, as indicated, that  
21 Defendants will continue such infringement unless enjoined by this Court.

22 85. Coach has suffered loss of profits and other damage, and Defendants have  
23 earned illegal profits in an amount to be proven at trial as the result of the aforesaid  
24 acts of Defendants.

25 86. Plaintiffs have no adequate remedy at law.

26 87. In light of the foregoing, Plaintiffs are entitled to injunctive relief  
27 prohibiting Defendants from using Coach's Copyrighted Works or any designs  
28 identical and/or substantially similar thereto for any purpose, and to recover from



1 Defendants all damages, including attorneys' fees, that Coach has sustained and will  
2 sustain as a result of such infringing acts, and all gains, profits and advantages  
3 obtained by Defendants as a result thereof, in an amount not yet known, as well as the  
4 costs of this action pursuant to 17 U.S.C. § 504(b), or in the alternative statutory  
5 damages pursuant to 17 U.S.C. § 504(c), and/or any additional damages pursuant to 17  
6 U.S.C. § 504(d)

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs respectfully pray for judgment against Defendants, as  
9 follows:

10 1. Granting temporary, preliminary and permanent injunctive relief  
11 restraining and enjoining Defendants, their officers, agents, employees, and attorneys,  
12 and all those persons or entities in active concert or participation with them from:

13 (a) manufacturing, importing, advertising, marketing, promoting,  
14 supplying, distributing, offering for sale, or selling any products which bear the Coach  
15 Marks, or any other mark confusingly similar thereto;

16 (b) engaging in any other activity constituting unfair competition with  
17 Coach, or acts and practices that deceive consumers, the public, and/or trade, including  
18 without limitation, the use of designations and design elements associated with Coach;

19 (c) engaging in any other activity that will dilute the distinctiveness of  
20 the Coach Marks;

21 (d) committing any other act which falsely represents or which has the  
22 effect of falsely representing that the goods and services of Defendants are licensed by,  
23 authorized by, offered by, produced by, sponsored by, or in any other way associated  
24 with Plaintiffs;

25 2. Ordering Defendants to recall from any distributors and retailers and to  
26 deliver to Coach for destruction or other disposition all remaining inventory of all  
27 infringing products, including all advertisements, promotional and marketing materials  
28 therefore, as well as means of making same;

1           3.     Ordering Defendants to file with this Court and serve on Coach within  
2 thirty (30) days after entry of the injunction a report in writing, under oath setting forth  
3 in detail the manner and form in which Defendants have complied with the injunction;

4           4.     Ordering an accounting by Defendants of all gains, profits and advantages  
5 derived from their wrongful acts;

6           5.     Awarding Plaintiffs all of Defendants' profits and all damages sustained  
7 by Plaintiff as a result of Defendants' wrongful acts, and such other compensatory  
8 damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C.  
9 § 1117(a) and 17 U.S.C. § 504(b);

10          6.     Awarding treble damages in the amount of Defendants' profits or  
11 Plaintiffs' damages, whichever is greater, for willful infringement pursuant to 15  
12 U.S.C. § 1117(b);

13          7.     Awarding applicable interest, costs, disbursements and attorneys' fees,  
14 pursuant to 15 U.S.C. § 1117(b) and 17 U.S.C. § 505;

15          8.     Awarding Plaintiffs' statutory damages pursuant to 15 U.S.C. §1117(c)  
16 and 17 U.S.C. § 504(c);

17          9.     Awarding Plaintiff punitive damages in connection with its claims under  
18 California law; and

19          10.    Such other relief as may be just and proper.  
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21     Dated: May 6, 2011

BLAKELY LAW GROUP

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23     By:



Brent H. Blakely  
Cindy Chan

*Attorneys for Plaintiffs  
Coach, Inc. and Coach Services, Inc.*

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